

subtitle C and its chapter .

Breaking News There is also a report release from GAO on statutory authority relating to W-4 issue

see GAO report # 03-913R reliability of IRS 's from W-4 information
states, verbatim , Under current law , IRS does not have statutory authority
to impose a penalty to enforce employers compliance with the reporting
requirement The reporting requirement was promulgated in treasury
regulation there is no law that requires a natural born Citizen to sign
W-4 ! its voluntary and when executed becomes a legal contract

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1. Defendants claim Plaintiff case is barred from statute of limits due to a mistake cause now printed in the civil docket 29 : 04 01 labor management disclosure act was never the issue by plaintiff only in part this case is civil rights case and wrongful discharge and lack of duty by union reps supervisors who fail to represent plaintiff member the docket must be corrected to include jury demand , and other matter in open court

2. Defendants claim Plaintiff doesn't agree with carpenters agreement

8. The Plaintiff does not contest the carpenters agreement Art 8 section 5 and agrees in what the statement says, however, the Defendants have reinterpreted the meaning to include such documents as W-4 and I-9 and SSA numbers, which is not addressed in wording of agreement. The Defendants must show mandatory proof that such documents W-4 and SS#'s apply to the Plaintiff. that the plaintiff does not have a right to not sign such government document and is forced to sign such under the vague

wording of the agreement

The statement in Art 8 section 5 is said to allows/ required by or under law, but the question is to whom and to what documents apply ? as no documents have been stated in the wording. The Plaintiff did file a grievance even a request to change at the time of new contract the wording with the union carpenters local 107 all that being hid and not release , whereby the document was scorned and ridiculed not given any creditability, nor was a hearing given. (no action was ever taken by said union) all good faith Plaintiff took the course to the next step and filed with NLRB whereby they had no jurisdiction on the subject matter I -9,w-4. ss# , and the EEOC was given notice and they gave the same response even as they had case law plaintiff feels the subject matter is very HOT and governmental < however there was held no jurisdiction based upon the W-4 issue. I -9 or SS# (The Defendants lawyers are very wrong in their pleading and in claiming Plaintiffs conclusions are baseless and without reasonableness when it is established in the title of 26 IRC under CFR Section 1-1441-5 under subtitle A chap 3, income taxes ,citizen can give statement to employer. This is redirection, also see publication 515 yr. 2000. (being at the time) see a statement of citizenship given to your employer so forth instruction to be followed ect, to wit the Plaintiff's own forms were attempted to satisfy the code. The code allows documents to be given to Kennedy and Rossi, as the Plaintiff tried but their agents refused and attempted to compel Plaintiff to sign W-4 and I-9 forms and give SS#. Said Defendants all work in concert and whereby the union was and did stand by signatory and not the member Plaintiff, was allowed him to be discharged in violation of his Constitution Bill of Rights By laws of the carpenters union NERCOC & local 107 and its agents as well as the collective bargaining agreement, by laws of union

and laws of the MGL of the state of the commonwealth of Massachusetts republic. The Plaintiff asked(at that time) to be provided with the law that would require him to sign the documents (W-4 , I-9 ,& submit SSA numbers and give to private employers) this would agree with the wording and rights of the Plaintiff under Art 8 section 5 of the Carpenter agreement. Plaintiff has asked for such law but never received such law that would require Plaintiff to sign a W-4. The Defendants in their pleading cite 3402 (f) (2) (A) where by the lawyers state this is Mandatory, however that is not true. The lawyers have failed to represent and or state the whole issue, and, who or whom the regulation applies too. The Defendants have only cited half of the half truths as stated by the regulation. or CFR Plaintiff shall prove this along too that a SS# is not required to work in the 50 states of the union and that citizen voluntary to be covered employees under the SSA act , and that under title 26 CFR at 301.6109-1(b) (2) (i) (ii) (iii) and (iv) wording starting with:

every person required is very important to whom the regulation is referring also see to wit : < **to foreign persons , non resident , persons who make returns ect...** There is no law that requires a citizen of one of the 50 states in the union of the united States of America to have or execute or have to have a SS# to work with in the states of union , unless that citizen elects to be a covered employee under the SSA act < those taxes are voluntary under subtitle C employment taxes and are collected by the IRS. As to the pleading of the lawyers for the Defendants they would suggest that it is mandatory to have to have a SS# to work in the united States / 50 states of union , and that a “ person “ would have to fill out a from SS5 if no number was assigned to such person , however this is not true , and is a falsehood

given to the court as fact. Plaintiff wants to have the definition of the word " person " or " employee" or United States, or " state "in the code be addressed to understand the terms used by such words within the IRC code, CFR , or USC. The terms and definitions of any law and its jurisdiction must be applied to execute The written law. Words are defined in most laws as to their meaning within the law, or reg. < as to SSA numbers , see USC title 42 @ 405 (c) (2) (b) (I) (I) and (II) as to (II) **To any individual who is an applicant, seem to suggest that an applicant is not mandatory act.** Also see under 26 CFR 31 .6011 (b) -2 (a) (1) and (b) (1) however pleading of the Defendants are not true as to given the terms and meaning of the code and are twisted to support the Defendants bogus pleading. Take Section IRC Sec. 6011- starts off stating , "**Every person liable 6001 /or 6011" When required** ", all these statements **leaving open are the exception to the rule** all IRS codes and CFR **must be read in a 4 corner doctrine and not taken out of context** but read as whole , as the lawyers for the Defendants have presented to the court just context in part , which is not correctly presented. The codes stated by Defendants "The pleadings for dismissal " are wrong , Defendants are misleading the court. When the Defendants lawyers include 3402 regs they must include 3402 (p) and 3402 (n) as well . These regulations hold the exception to the rule, and because the forms W-4 are voluntary withholding agreement and can be canceled by the employer or the employee , the latter can not be said to be required or mandatory for all . The withholding agreement and too whom has liability under IRC Sec 7701, is defined. withholding agent whom files 2678 form with the IRS The liability is stated to in other regulations, as to whom , keeping in mind Subtitle A AND Subtitle C taxes are two separate and

different taxes AND should be a question for the jury to whom it applies ? The lawyers for Defendants claim is correctly applied to Plaintiff . The Plaintiff rejects this and dismissal this as to facts and asks the court to allow the Plaintiff his right to jury trial. on this question alone . The lawyers for the Defendants should know the whole law and that it must be read not just in part and to do so represents not the true facts.

What plaintiff fears is happening is the Defendants are creating falsehoods before the court as facts. leaving out parts that must be read into subtitles and chapters There is no mandatory application of IRC under subtitle C unless a citizen has applied for SSA number or volunteers to withhold for benefits There are some citizens who are not required. Question is to whom subtitle C applies too? Is it voluntary ? To citizen and non citizens alike ? , and too whom is it voluntary or mandatory under IRC subtitle C? This is a question that must be put to the jury or court however Subtitle C, answer the question which is voluntary, is answered under Title USC 42 section 405.... *for such citizen and non citizen is shown above here cited in the regulations , first who , citizen, non citizen must elect to have a number SS# and must agree under 3402 (f) (2) (a) to withhold funds or so called taxes , which are really contribution to the SSA act.* The Defendants reasoning regarding the nature and position of the Defendants lawyers as they suggest SSA is Mandatory in pleading is not true The fact is any withholding must be agreed to by the owner of such property (wages /or earning) and only then is the employer given the responsibility to collect such from workers property (legal contract sign by said employee /citizen) however if the employer forces the employee or takes the (earning) this would become a violation of law, called “conversion “.

Plaintiff also objects to be in class of an "employee "status under the code of common law status , and does not wave his 5th amendment rights under the U.S Constitution When in fact the right to work and to own and control Plaintiff's property is well founded in law. Also see what "Income" is....see Eisner Vs Macomber 252 US, 189 (1919) *income is define as gain if there is no gain there is no income* Conner Vs United States 303 F. supp .1187 (1969) The notion that wages are one element of exchange is brought out in Coppage Vs Kansas 238 U.S. 1 (1914) and in Adkins Vs Children hospital 261 U.S. 525 (1923) *set the nature of the exchange being an "Equivalence", wages are not profit or sharing in gain of the company as to the right to work is a fundamentally constitutional guaranteed right. see Allgeyer Vs State of Louisiana 165 U.S. 5578 (1897).*

When the union is refusing Plaintiff the same option as other members who have referrals to work, this has violated Plaintiffs understanding of being represented by the union agents or reps his right to be treated fair within the union dispatch system, is stated to wit the right to work being withheld and this being withheld from him for over 2 1/2 years seems to be punishment given by said agents who are not working for him but now against Drury due to Drury standing upon this issue at hand. being force to place his signature upon government documents not voluntary but under contract by said Carpenter Agreement as stated in defendants pleadings art 8 section 5 however the plaintiff doesn't agree that the union has the authority to required him to sign government contracts or to punish plaintiff for Not compiling also keeping in mind Wyeman Vs deady 79conn 414 (1906) case law site's union agents withholding work form said member in good standing when all union Defendants knowingly have been ask for relief by

Drury . Drury would have liked to be consider for employment but now seems to be ban or more then less "blackballed" and due to this standing by Drury Which Defendants state is not legal standing and argue this whole matter is allowed or included under union Agreement for Carpenters , NERCOC id far form being legal issuc in fact its is vry unlawfui and very wrong and the plaintiff hopes and prays that the members are informed of this and all are discharge at once

1 NO sign affidavit to support Defendants

2 Plaintiff plans to call lawyer firm as witnesses

1 please note there are no affidavit sign by any defendants supporting the defendants pleading or lawyers issucs before the court as agrccmcnt also 2 plaintiff objects to lawyers Krakow , Souris , Birmingham defending defendants in personal capacities , while plaintiff ducs pays for defendants lawycrs , firm , plaintiff will call and plans to call the lawyer firm as witness this will affect the privilecge documents held by firm / plaintiff strongly objcts to defendants lawycrs being paid by plaintiff ducs and collection form union

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The I-9 form from the immigration reform and control act of 1986

established an employment verification system pursuant to employers who are defined under the executive order. 1 this is no constitutional base to demand any citizen has to obey a executive order , 2 This Act lacks jurisdiction over the citizen within the state of Massachusetts republic and is unconstitutional

3 Under the rights given by the founders to restrict work liberty and even to insist upon signature. or information is unconstitutional duty to citizen For the right to pursue such liberty as work is well fix in the constitution and this act is nothing more then a Citizen Id restriction. redirection to duty bounded

4 The law is created under the jurisdiction of duty of the federal government over those they control by INS and thereby including only those who are under USC title 8 immigration laws; 5 A native born citizen of the state of Massachusetts republic (such being Mr. Drury the Plaintiff) has personal liberty and private property rights and having looked over the terms and condition of the law, 1324 a , 274a CFR, Plaintiff finds no requirement to place any private information upon this document. or compels a private employer within the state to perform such duty as to sign I-9 form out

6 After reading the law Plaintiff finds that this law forces employers to fill out the form I-9 and or aliens and Nationals, in particularly /or non citizens

or citizen under duty of the INS, to fill in top half whom may be allowed to

work under such legal status. in fact its very confusing just who is who ? compelling under the federal law but ,7 Plaintiff sees it to be **voluntary in nature** due to **the form says so !!!** 8 Steven Roland , Drury being a native born citizens in the state of Massachusetts republic. I see no jurisdiction to sign a federal form ! 9 scuse I work with the state of Massachusetts and Massachusetts has not wave its jurisdiction rights of its Territory or private lands which may be form time to time job sites under construction 10 Further There is no law under the state of Massachusetts that would restrict the state" native citizen" to not be allowed to work unless he or she provides the INS , I-9 and SSA information to employer 11 Such documents are voluntary to citizenry and jurisdictional nature of federal enclave which does not apply. within the 50 states of union 12 If one looks at the instructions to the I-9 form one can plainly see that this form and its required documentation is primarily applied to "migrant" / "immigrant" or agricultural workers as define upon the I-9 document

13 The law under U.S Code is Unwinding the sophistry , to wit ; 8 USC 1324 (a) and its regulation CFR 274 could not be found or understood at the time of hire by any said employee , 14 Fact: Two(2) USC title books must be read in concert to find too whom it properly applies. The question again should be placed before the court or jury. 15 The Plaintiff feels he already has a unalienable right to enjoy, acquire and possess property which is protected under the Art. 1 of Declaration of Rights in the Massachusetts

Constitution and U.S Constitution and its the terms found in federal law support this. 16 Again setting forth the restriction in law, we must interpret ;

see 8 USC 1324 a (a) (7) for the purpose of this section the term “Entity” includes an entity in any branch of the federal government,17 not the Plaintiff who works domestically within the state of Massachusetts republic.¹⁸

Further the term “**person**” statutory definition exists at 8 USC 1101. We find as used in subchapters I and II of [this chapter] (3) terms “**person**”
AND

means an **individual or organization**.¹⁸ We now know the definitions shown pivots to be on 2 words which need to be define also.

19 The term **person** or other **entity** in 1324 (a) does embrace an **agricultural association , agricultural employer , or farm labor contractor** , as defined in section 1802 of the title 29 USC. 20, Due to the nexus with the federal government, must we consider is there a nexus ?²¹ The terms are found in 8 USC Ss 1101 the term “**state**” means district of Columbia , Puerto Rico , Guam, and virgin islands of the United States.

22 The terms used in this law restrict the jurisdiction to federal enclaves, lands and territories own by the United States Corporation or duty there under. 23 There are legal just limits to jurisdiction . 24 The employers the Plaintiff works for are domestic contractors in construction and are NOT included under the defined statement found on the I-9 form “**Employers**”.

25 What is shown on the form to be signed is restricted to “only to employers” due to the wording usc (**include**)²⁶ under the CFR. It further limits upon the information within said document to be not required by natives born

citizens but the request for such information is said to be voluntary including

SS# as stated on the from; lower left bottom paragraph of I-9 form. 27
However the form violated the federal law asking for SS# under USC title
42 chap 7 sec 408 sub a-8 and Public Law 93 -579 DEC 31 1974, 28
whereby the INS agents must disclose and give authorization on use of SS#
or / information as to SS# or state optional , being voluntary or mandatory
and why the information and how it will be used. 29 This is proven in one of
the INS forms (**you must send to get**)on information about said forms
which the Plaintiff will show. As fact, 30 Plaintiff further states persons
who have a duty may have to sign the forms I-9 if required by INS laws,
but native born citizenry are the **protected individuals** listed on the forms I-
9. see Meyer Vs Nebraska 262 U.S. 390, 399 (1923) 31 also under a
affirmative defense in pleading matter asserted by the Plaintiff when given
a statement of citizenship to the employer Kennedy and Rossi INC. and the
union of carpenters. Assuming the complaint to be true as Plaintiff gave
personal documents this would constitute a legal defense to this law under 8
USC 1324 a (a) (3) in a good faith presentation. 32 This was Plaintiff's
defensc and the Plaintiff should not have been wrongfully discharged.
without a hearing (formal) 33 The document being **A statement of
citizenship**, notarized, signed and dated, given to the Defendants on the day
of hir to comply with reg 1-1441-5 and the INS I-9 form and an sworn and
subscribed affidavit. should have been accepted 34

MGL doesn't require a native citizen of the state of Massachusetts republic
to sign a I-9 form see

A statute which either forbids or requires

Statutes which either forbid or requires the doing of an act in terms so vague that a man (native born citizen) of common intelligence must necessarily guess at its meaning and differ to its application, violates the first essential of due process of law. see **Connally Vs General Construction Co. ,269, U.S. 385, 391, (1926)** therefor the I-9 form and W-4 form has problems

1 , The I-9 form states that the required information is voluntary an oxy-moron

2, The W-4 form must be in voluntary compliance with for whom it is liable,

as in **Economy Plumbing and heating co. Vs United States , 407f .2d 585 (1972) held that congress did not include non taxpayers**

*A taxpayer must be liable for the tax , merely demanding payment even repeatedly , does not cause liability see **Boath Vs Terry f. 713.2d 1405 at 1414 (1983)***

Requiring a Signature

On a government document see **Federal Crop insurance Vs Merrill , 332U.S. 380,** The supreme court ruled "whatever the from in which the

government functions , anyone entering into an agreement with the

government takes the risk of his authority , even though the agent himself may be unaware of the limitations upon his authority" also see Utah power & light Co Vs United States 243, US. 389.:: United States Vs Stewart , 311 Us. 60 Plaintiff would also wave his 5th amendment rights by signing W-4 documents and fears this could be used against Plaintiff in an administrative federal tax court whereby the subject matter is not ruled upon but is presented as truth to an employee status or common-law relationship under IRC. Plaintiff can not be forced to sign an IRS withholding agreement (W-4) or be forced to sign an I-9 form. Plaintiff has rights and without due process, can not be discharged from working or being allowed to work in his trade under the law of the land.

On Interpreting Tax Statutes

In Gould Vs Gould 245 U.S 11 at 153 *In the interpretation of statutes it is a established rule not to extend their provision by implication beyond the clear import of the language used , or to enlarge their operation so as to include or embrace matters not specifically pointed out , in the case of doubt they are construed most strongly against the government and in favor of the citizen*

see United States Vs Wiggles, 2 story , 369.fed.cas.no 16690: & American net & twine Co Vs Worthington 474, 141 U.S 468,474

also Treat Vs White , 181 U.S, 264 (1901) *the citizen is Exempt from*

*taxation unless the same is imposed by clear and unequivocal language and that where the construction of a tax law is in doubt the resolved is in favor of the citizen. see again **Spreckels sugar refining CO Vs McCain 192, U.S. 397 (1904)** in interpreting a statute a court should always turn to one cardinal canon before all others The court has stated time and time again that courts must presume that legislature says in the statute what it means and means in the statute what it says there (not in case law) when the words of a statute are unambiguous , then this first canon is also the last judicial inquiry is complete. Also see **Conn national Bank Vs Germain . 503 US 249 (1992)***

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Pleading

In propria persona

[pro -se litigants]

Allegations such as those asserted by Plaintiff , however inartfully pleaded , are sufficient to call for the opportunity to offer supporting evidence. The court cannot with assurance that under the allegation of the Plaintiffs complaint, which must be held to less stringent standard than formal pleadings drafted by lawyers see **Haines Vs Jerner 404 U.S 519 (1972)**

Union agreement violation sited (only)

with supportive case law

the plaintiff alleges that a de-facto policy of the defendants and local 107 to employ threats , coercion , blackballing , refusing referrals to work form the union hall by signatory contractors under the bylaws of NERCC section 33 By this above heremention intimidation as a means to controlling its union members who claim to be Exempt in signing / or on their w-4 further Art Sisco agent of NERCC has continue to exempt Drury and cause him to be unemployed deliberately to deprive plaintiff of work ,and to be not consider due to this de-facto policy w-4 issue , and art sisco agent of NERCC has in the past threaten Drury from even being a member he has threaten TO “ throw him out of the union “ on natgun job site where he demand Drury to be discharge form employment resulting form such due to the same issue this is on going to date 04/06/04 refusing to perform his duties to allow said plaintiff work within the union under the so called fair dispatch system under bylaws of NERCC section #33 further section 2 of the said bylaws would require the union to protection of the plaintiff of any illegal or unproper acts committed to the member and provide legal means” proper means against any injustice that may be done to Him as a member ‘However the plaintiff has file petitions and complaints and all have been judge not to be heard or given creditability also I the plaintiff has ask for those Uniform rules under section 33 or procedure for unemployed however never to be answer in last 2 1/2 years

section 51 of the bylaws /Carpenters Constitution under section 1 , 5. 13, howcvcr there is no reason to filc such by plaintiff as it goes unheard or no

action is held this is held in secret before themselves

The union defendants can be sued for breaches of duty of the fair representation is clear to the plaintiff and will be proof to a court of law the existence of the LMDA or 301 limitation have no bar to the plaintiff seeking judicial relief for breaches of duty of fair representation or use of dispatch system see Vaca vs Sipes 386 U.S. 171 (1967) Alexander Vs Gardner-Denver, co 415 U.S. 36 (1974) Graham vs Quincy food service . 407

Mass 601 (1990) : Abrams Vs Carrier Corp 434 F.2.d 1234 (2nd .CIR

1970 these cases and their progeny stand for the proposition that the pre-emption doctrine does not apply to cases where issue of arbitrary and discriminatory union conduct exist and god the plaintiff prays that you see this as he is at wits end and have exhaust all remedies Graham vs Quincy

food service , 407 mass 601 ,606 (1990) The supreme court has rule that

general arbitration grievance clauses in CBA do not preclude resort to the courts where the plaintiff failed to exhaust arbitration however the plaintiff did in fact file such grievance and it was the union and its agents who fail and frankly halted the motion for plaintiff to be heard The procedures for relief are discharge by the union board and its agents however the plaintiff can and does file this court law suit on behalf of title II of the civil rights act of 1964 citing Alexander Vs Gardner-denver.co 415 U.S. 36 (1974)

high court decided arbitration rules upon employees claims under Statutes

see McDonald Vs Westbranch 466U,S 284 (1984) claim under 42 USC

1983 ; Barrentine vs Arkansas-best freigh system. ing 405 U.S 728(1981)

claim under fair labor act standards act 29 USC ss210 Wright vs

Universal Maritime services corp et al (1998) claim under Americans

with disabilities act . the CBA (carpenters agrccment) fail to provide for

much of a grievance and arbitrations procedure see section 1 , 2.doesn not preempt the plaintiff form seeking judicial relief under the Massachusetts civil rights act . the clauses are in fact silent on

1 malicious interference of union carpenters right to work

2 conspiracy to malicious interfere with a union members working within union signatory contractors

3 interference with the members right secured by art 1 of the Massachusetts declaration of rights

4 rights of members under art 16 of Massachusetts declaration rights

5 union members rights under federal constitutional rights

6 the CBA carpenters agreement does not speak on the issue of disputes between union members in it self or individual union members and the union itself ,

Therefore the reasoning in the defendants reply to plaintiff complaint should as to plaintiffs not filing complaints within the union is an outrage and its so outrageous in character of an union that they the agents should be discharge and ban from ever being union reps clearly its lies and untrues presented to the court by the lawyers and not sworn to and should carry no honor of fact as to emotional distress and or recklessness the union knows and doesn't care of the plaintiff and is there conduct that should be tested see Mello vs stop and stop companies Ing 402 mass 555 562, (1988) and as to privacy issue the plaintiff sites Bratt vs International Business Machine Corp 392 mass 508, 519, (1984) as to responsibility for communication as to citizen working within the NERCC union they are agents of such , see Bratt, at 518 and Cort vs Bristol -myers co 385 mass 300 ,307 -308 (1982)

The basis of the NERCC , union local 107 agents of and defendants

Kennedy and Rossi Ing

Motion to Dismissal is Frivolous

None of the federal cases cited or excuses used by the defendants support the proposition that the plaintiff has not stated a claim under which relief can be granted see **United States Vs Hogan 861 f,2d 312(1st cir (1988)**

United States Vs Connor 898 f,2d 987, (3rd cir 1990) United States vs King ,126 f .3d 987 (7th cir 1997)

Conclusion

For the foregoing reasons the motion to dismiss and vacate all documents filed by the plaintiff including information on beliefs should be denied and plaintiff documents filed should be allowed by the court and the court should impose sanctions on each of the counsel for defendants for disruptions in state level . the motion for dismissal from defendants should be dismiss

Jury Demand

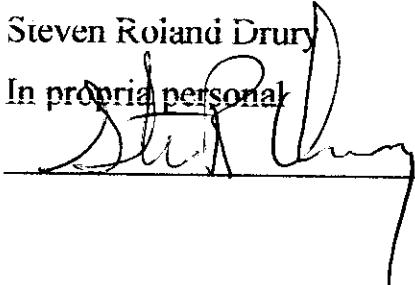
Now Comes Plaintiff Steven Roland Drury and hereby demands a trial by jury on all subject matter , questions and facts as to the issue herein set forth and that the docket be corrected to state these set facts 1 Drury is in propria personal 2 cause is not labor management disclosure act but is 3 civil rights and 4 wrongful discharge and 5 failure to representation by union and 6 and the sum \$ is 1 million dollars under lawful money art 1 section 10 united

States of America

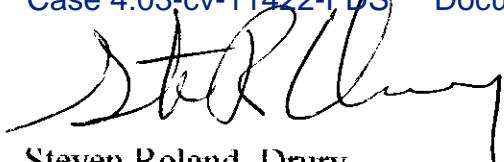
respectfully submitted

Steven Roland Drury

In propria personal



04 / 7 / 04



Steven Roland Drury

c/o 19 Drury Lanc

Templeton , Massachusetts republic

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proof of service

I Steven R oland Drury did send a true copy of this motion to the Worcester federal Court and to lawyer firm Krako & Souris LLC 225 friend St. 5th fl Boston mass 02114 c/o Mr. Souris and to Mr. Liam T O Connell on bchalf of Kennedy and Rossi C/o to Holland & knight LLP 10 St. James avenue , Boston , Massachusetts 02116 on this 15 date of our lord in year of 2004 and MO .of April